

William P. Ferranti, OSB #160069
wpf@ferrantiappeals.com
THE FERRANTI FIRM LLC
1819 SW 5th Ave. #403
Portland, Oregon 97201
Tel: (503) 877-9220

Vincent C. Ewing, admitted *pro hac vice*
vcewing@me.com
LAW OFFICE OF VINCENT C. EWING
111 West Ocean Blvd., Suite 400, PMB 444
Long Beach, CA 90802
Tel: 626-818-5245

Attorneys for Defendant Boris Berian

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

NIKE USA, INC., an Oregon corporation,

Plaintiff,

v.

BORIS BERIAN, an individual California
resident,

Defendant.

Case No. 3:16-cv-00743-SB

**DECLARATION OF JESSE
WILLIAMS**

**In Support Of Defendant Boris Berian's
Opposition To Nike's Motion For A
Temporary Restraining Order And
Order To Show Cause Why Preliminary
Injunction Should Not Issue**

I, Jesse Williams, hereby declare as follows:

1. I am Sr. Global Sports Marketing Manager for Brooks Sports. I submit this declaration in support of Defendant Boris Berian's Opposition To Nike's Motion For A Temporary Restraining Order And Preliminary Injunction. The information herein is based on my personal knowledge, and, if called and sworn as a witness, I could and would testify competently thereto.

2. I have worked for Brooks Sports for 12 + years.

3. Endorsement agreements in the shoe and apparel industry may include what are known as "reduction" or "proration" provisions. In effect, such provisions are the opposite of a bonus: they reduce the compensation that the endorsing party receives from the company in the event the endorsing party does not perform as expected. The kinds of performance issues addressed by such provisions may include the endorsing party's obligations under the contract (for example, number of races) or his or her professional performance (for example, an athlete's success on the track).

4. In my experience, reduction or proration provisions are not included in every contract. They are not uncommon in the industry, but nor are they standard.

5. At Brooks Sports I personally have been involved with signing endorsing parties to contracts that do not include any reduction or proration provision.

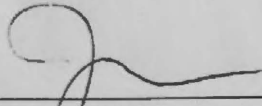
6. Indeed, in the twelve years that I have been at Brooks, we have not signed any athletes to a contract with reductions. In at least one instance, the athlete told me that this was one of the reasons he decided to endorse Brooks.

///

///

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 8, 2016.



Jesse Williams
Sr. Global Sports Marketing Manager
Brooks Sports